



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Lake Placid, Village of and International Brotherhood of Teamsters (IBT), Local 687 (2004)**

Employer Name: **Lake Placid, Village of**

Union: **International Brotherhood of Teamsters (IBT)**

Local: **687**

Effective Date: **08/01/04**

Expiration Date: **07/31/07**

PERB ID Number: **8383**

Unit Size: **14**

Number of Pages: **20**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

POL / 8383

COPY

AGREEMENT

by and between

THE VILLAGE OF LAKE PLACID

301 Main Street
Lake Placid, New York 12946

and

TEAMSTERS LOCAL 687

14 Elm Street
Potsdam, New York 13676

RECEIVED

JUN 27 2005

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

EFFECTIVE: August 1, 2004

EXPIRATION: July 31, 2007

141

TABLE OF CONTENTS

	Page
Definitions	3
Article 1: Recognition	4
Article 2: Negotiation Procedures	4
Article 3: Union Dues and their Equivalent	4
Article 4: Wages	5
Article 5: Seniority and Transfers	5
Article 6: Discharges, Suspensions and Demotions for Cause	6
Article 7: Work Schedules	7
Article 8: Payment for Time Worked	8
Article 9: Leave Provisions	8
Article 10: Disability Benefits	12
Article 11: Part-Time police Officers	12
Article 12: Bulletin Boards	12
Article 13: Pension/Retirement Benefits	12
Article 14: Health and Hospital Insurance	13
Article 15: Uniform Allowance	14
Article 16: Wellness Program	15
Article 17: Joint Committees	15
Article 18: Federal, State and Local Laws	15
Article 19: Grievance Procedure	17
Article 20: Arbitration	18
Article 21: Duration of Agreement	19
Appendix "A" Salary Schedule	20

DEFINITIONS

1. "APPROPRIATE LEGISLATIVE BODY" shall mean the Lake Placid Village Board.
2. "DAYS" shall mean calendar days unless otherwise specified.
3. "EMPLOYER" shall mean the Village of Lake Placid.
4. "IMMEDIATE FAMILY" shall mean parents, grandparents, current spouse, children, brothers and sisters, mother-in-law, father-in-law, and those legally established relationships generally called "step" who have been raised in the family home.
5. "LEAVES" shall mean twelve (12) hours at the prevailing hourly rate.
6. "MAYOR" shall mean the Mayor of the Village of Lake Placid who shall, for Taylor Law purposes, be considered the chief executive officer of the Village.
7. "PARTIES" shall mean the Village and the "Union" as defined herein.
8. "PATROLMAN" shall mean a police officer below the rank of sergeant.
9. "PAYROLL PERIOD" shall mean the period from Thursday through the second Wednesday following.
10. "PERB" shall mean the Public Employment Relations Board.
11. "POLICE OFFICERS" shall mean those police officers, except for the Chief, including sergeants and detectives.
12. "STRIKE" shall mean any strike or concerted stoppage of work or slowdown by police officers.
13. "UNION" shall mean the Teamsters Local 687.
14. "WORKDAY" shall mean twelve (12) hours of work in any one day.

ARTICLE 1: RECOGNITION

The Village of Lake Placid located at 301 Main St., Lake Placid, New York (hereinafter the "Village"), recognizes the Teamsters Local Union 687, 14 Elm Street, Potsdam, New York 13676, affiliated with the International Brotherhood of Teamsters, (hereinafter referred to as the "Union" or "Local") as the bargaining representative for all police officers, except the Chief of Police.

ARTICLE 2: NEGOTIATION PROCEDURES

Section 1. The collective bargaining agreement is between the Village and the Union.

Section 2. In the event the Union or the Village desires to negotiate a successor Agreement, the moving party shall notify the other in writing, of its desire not later than March 15 of the last year of the Agreement. Once the notice is issued, the parties will make a good faith effort to begin said negotiations not later than April 15, if possible.

ARTICLE 3: UNION DUES OR THEIR EQUIVALENT

Section 1. Any police officer covered by the provisions of this Agreement shall be free to join or refrain from joining Teamsters Local Union 687, without fear of coercion, reprisal or penalty from the Union or the Village.

Section 2. The Village shall deduct from the wages of the police officers and remit to Teamsters Local Union 687, regular monthly membership dues for its police officers who are members of Teamster Local Union 687 and who have signed an authorization in a form acceptable to the Village permitting such payroll deductions. All changes in the dues deduction amounts shall be made by Teamsters Local Union 687 by written notification to the Village Clerk at least ten (10) days prior to the effective date of the change.

Section 3. Effective thirty (30) days after ratification of this Agreement by both parties, the Teamsters Local 687 shall, pursuant to Section 208 of the Civil Service Law, be entitled to have deducted from the wages of non-union members the amount equivalent to dues levied by Teamsters Local Union 687 and the Village shall make such deductions and transmit the sum so deducted to the Teamsters Local Union 687 monthly in accordance with Section 208 of the Civil Service Law provided that this Section shall only be applicable where the Union has established and maintained a procedure providing for the refund to any agency fee payer demanding the return of any part of an agency fee deduction which represents the employee's pro rata share of expenditures by the Union in aid or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

Section 4. The Union hereby agrees to indemnify the Village and hold it harmless from all claims, costs, fees or charges of any kind which may arise out of compliance with this

ARTICLE involving dues or agency fee deductions and the transmitting of such deducted monies to the Local Union office in accordance with the provisions of this ARTICLE.

ARTICLE 4: WAGES

Section 1. New starting rates for the first six (6) months are as follows:

FIRST THREE MONTHS: \$10.25 per hour
SECOND THREE MONTHS: \$10.90 per hour

After successfully completing their probationary period, new police officers will receive the contract base hourly rate.

Section 2. SCHEDULE OF WAGES – (See Appendix “A”)

Section 3. LONGEVITY

The following longevity plan has been established for all police officers:

- a) After five (5) continuous years of service: \$300.00
- b) After ten (10) continuous years of service: \$400.00
- c) After fifteen (15) continuous years of service: \$500
- d) After twenty (20) continuous years of service: \$600
- e) After twenty-five (25) continuous years of service: \$700

ARTICLE 5: SENIORITY AND TRANSFERS

Section 1. Seniority shall date from the last date of full-time employment and shall govern longevity, layoffs, promotions and transfers with the following qualifications: with respect to layoffs, promotions and transfers, the Employer shall give full consideration to seniority, but due consideration will be given to fitness, ability, efficiency, performance, and other qualifications for the position as evidenced by the records and experiences of the Village, and when job classification, fitness, ability and efficiency of two (2) or more police officers are reasonably equal, seniority will be given preference.

Section 2. New hires shall serve a probationary period of six (6) months except that the period of time an officer is attending required schooling shall not count toward the six (6) month probationary time. During this probationary period said police officers may be discharged at the sole discretion of the Village. After having satisfactorily completed their probationary period, new police officers shall have a seniority date based on their initial date of hire and shall accrue vacation time and sick leave as of their date of hire.

Probationary police officers shall not be covered by nor enjoy the rights granted in Article 6, Section 1, Article 20, and 21 of this Agreement.

ARTICLE 6: DISCHARGES, SUSPENSIONS AND DEMOTIONS FOR CAUSE

Section 1. In the event that any police officer is suspended or discharged for cause, a written claim that the suspension or discharge was without proper reason must be filed in writing with the Chief of Police and the Village Clerk by the Union within twenty (20) calendar days of the suspension or discharge.

Section 2. If any police officer is to be discharged for cause, he/she shall first be suspended without pay for ten (10) calendar days. The Union will be notified in writing immediately that the police officer has been suspended prior to discharge. During the ten (10) day period, the Union may discuss the reasons for the Village's action with the Mayor (his/her designee) or, in the Mayor's absence, the Chief of Police.

Section 3. If any police officer with one (1) year or less of net credited service is discharged at the expiration of the ten (10) day suspension period, the Union's claim that the discharge was without proper reason shall be subject to the grievance provisions of this Agreement but not be subject to arbitration. If a police officer with more than one (1) year of net credited service is discharged at the expiration of the ten (10) day suspension period, the Union's claim shall be subject to the grievance and arbitration provisions of this a Agreement.

Section 4. If any police officer with one (1) year or less of net credited service is suspended under circumstances other than prior to discharge, the Union's claim that the suspension was without proper reason shall be subject to the grievance provisions of this Agreement, but shall not be subject to arbitration. If a police officer with more than one (1) year of net credited service is suspended under circumstances other than prior to discharge, the Union's claim shall be subject to the grievance and arbitration provisions of this Agreement.

Section 5. In the event any police officer is demoted for cause, a written claim that the demotion was without proper reason must be filed by the Union within twenty (20) calendar work-days of the demotion.

Section 6. In all disciplinary proceedings, the police officer shall be presumed innocent until proven guilty and the initial burden of proof shall rest upon the Village. Once discharged or disciplined, the burden of proving that the disciplinary action or discharge was wrongful, improper or inappropriate, shall rest upon the Union.

Section 7. It is recognized that the need for continued and uninterrupted operation of the Village Departments is of a paramount importance to the citizens of the community and that there should be no interference with such operation.

ARTICLE 7: WORK SCHEDULES

Section 1. The shifts of duty shall be as prescribed by the Chief of Police except as otherwise provided herein.

Section 2. An individual police officer's request to change his/her scheduled days or shifts may be granted at the discretion of the Chief of Police, providing that it will not require overtime payments to him/herself or some other police officer.

Section 3. All police officers shall be allowed two (2) fifteen (15) minute coffee breaks per shift.

Section 4. A one (1) hour meal period shall be allowed during a police officer's tour. The meal period will normally be taken approximately midway during the tour, subject to emergency or special circumstances as determined by the Chief of Police or the officer in charge of the shift.

Section 5. SHIFTS

- a) The Chief of Police will assign shifts based on seniority for sergeants and patrolmen. The shifts for scheduling purposes will be referred to as Day Shift (6:00 a.m. to 6:00 p.m.) and Night Shift (6:00 p.m. to 6:00 a.m.).
- b) Sergeants may bid for shifts based on seniority; Patrolmen may bid on shifts based on seniority. The Detective will be assigned as determined by the Chief.
- c) It is understood that the Chief may find it necessary, due to departmental needs, to assign any of the police officers to other shifts on a case by case basis.

5. TWELVE HOUR SHIFT

- a) Each two week tour shall have built in four (4) hours of overtime pay at one and one-half (1 ½) times his/her hourly rate.
- b) Shift differentials for officers working the Day Shift (6:00 a.m. to 6:00 p.m.) shall be paid \$.20/hour and for the Night Shift (6:00 p.m. to 6:00 a.m.) \$.45/per hour.
- c) Overtime rates shall be based on the rate prior to starting the overtime.
- d) Officers who work a holiday shall receive pay for one and one-half times the actual hours worked plus pay for twelve hours at their regular hourly rate. Officers not working the holiday shall be paid twelve (12) hours straight time.
- e) All days paid and not worked shall be twelve (12) hours, i.e. sick leave, vacation, personal etc.

- f) Officers shall have twelve (12) hours off between shifts except in emergency circumstances or when officers have cases they must close out.
- g) Officers may switch shift days and/or shifts with the prior approval of their supervisor or the Chief. Officers may be switched to open shifts based on greater seniority. If no officer wishes to change shifts, then the Chief shall have the right to move officers based on lesser seniority starting with the least senior officer.
- h) The Chief shall submit a monthly posting for officers opting to work overtime. Should there be no volunteers, the Chief shall offer overtime based on greater seniority.

ARTICLE 8: PAYMENT FOR TIME WORKED

Section 1. Sergeants (not including Acting Sergeants) shall be entitled to an additional pay difference of \$1.70/hour above their base pay. Detectives shall be entitled to an additional pay difference of \$1.50/hour above their base pay.

Section 2. All hours worked beyond twelve (12) hour per day and/or beyond the police officer's regularly scheduled hours shall be paid at time and one-half (1 ½).

Section 3. All overtime is to be paid at time and one-half (1 ½) the hourly rate. If comp time is taken it will also be time and one-half (1 ½). It is understood that all comp time will be taken within one (1) year from the time of its accrual. If a police officer wishes to take comp leave time, said officer shall notify the Chief at least seven (7) days in advance of the requested time off. If timely notice is given the Chief may not refuse said request solely on the basis that it would result in the payment of overtime. In situations where there are simultaneous requests for leave time, requests for comp leave time will be honored prior to leave for any other reason provided the requests are in accordance with the above. If there are simultaneous requests for comp leave time, the police officer with the most seniority shall receive the comp leave time provided the requests are in accordance with the above.

Section 4. Any police officer called out prior to the commencement of his tour or who has completed his tour of duty and is recalled to work shall receive a minimum of two (2) hours pay for such callout time.

ARTICLE 9: LEAVE PROVISIONS

Section 1. VACATION AND ELIGIBILITY FOR VACATIONS

- a) To be eligible for a vacation, a police officer must complete one (1) year of service. All Village police officers who have been in the continuous service of the Village for one (1) year shall be entitled to five (5) working days vacation at their regular wage rate. All village police officers who have been in the service of the Village for two (2) consecutive years shall be entitled to ten (10) working days

vacation at their regular salary rate; after five (5) years all Village police officers will be entitled to one (1) additional day of vacation for each year over five (5) years to a maximum of fifteen (15) day vacation; at their regular salary rate. After ten (10) years of service police officers shall be entitled to three (3) weeks vacation, at their regular salary rate. After fifteen (15) years of service police officers shall be entitled to four (4) weeks vacation at their regular salary rate. After twenty (20) years of service, police officers shall be entitled to five (5) weeks vacation at their regular salary rate. After twenty (20) years of service each police officer shall acquire one (1) day vacation for each year of service to a maximum of six (6) weeks vacation.

- b) The time which vacation may be taken in any calendar year shall be scheduled by the Chief of Police, preference being afforded by seniority.
- c) Vacation time must be used within one (1) year from the date of its accrual; however, if the failure to take vacation results from an unexpected change of schedule made by the Chief of Police because of unforeseen circumstances that are not caused by the police officer who fails to take vacation, the remaining vacation time may be taken the following calendar year.
- d) Any police officer of the Village, covered by this Agreement who is entitled to vacation leave at the time of retirement, shall receive the earned vacation which has not been taken effective thirty (30) days prior to the date of retirement. In the event that a police officer is entitled to vacation at the time of his/her death his/her widow or his/her estate shall receive the earned vacation pay on the same basis as a police officer who is retiring.
- e) Vacation time will be scheduled by the Chief of Police as much in advance of the scheduled time for vacation as possible and once scheduled, vacation time cannot be rescheduled except by the Chief of Police due to emergency or unforeseen circumstances or by mutual agreement between the Chief of Police and the individual who is scheduled to take vacation.

Section 2. HOLIDAYS

- a) The following holidays will be observed:

New Year's Day	Election Day;
Martin Luther King Day	Veteran's Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Good Friday (afternoon 12:00 to 5:00 p.m.)
Labor Day	

- b) Easter shall also be treated as a holiday for those who are required to work on

Easter. The Good Friday afternoon holiday shall only be treated as a holiday for those police officers whose normal work shift falls within the hours of 12:00 p.m. – 5:00 p.m. on Good Friday. This period shall not be considered as a holiday for any police officer whose normal work shift does not fall within these specified hours, and only as a partial holiday for those police officers whose normal work shift includes only a portion of the hours between 12:00 p.m. and 5:00 p.m. For the detective (whose schedule is Monday through Friday) should a holiday occur on a Saturday or Sunday, the Village will designate Friday or Monday as the holiday.

c) A police officer will have the option of being paid for all of the first five (5) holidays or taking five (5) other days off for each holiday for which he/she is not paid within the contract year.

d) Holidays will be paid as follows:

- i. If a police officer works a holiday, he or she shall receive pay at time and one half (1 ½) for the hours actually worked, plus pay for twelve (12) hours at his regular hourly rate for the holiday; for the first five (5) holidays a police officer who is scheduled to work on the holiday will have the option of taking another day off and will be paid time and one-half (1 ½) for the hours actually worked on the holiday.
- ii. If a police officer does not work on the holiday, he or she shall receive twelve (12) hours pay at his regular hourly rate or, for the first five (5) holidays, he or she will have the option of taking another day off instead of being paid.
- iii. Personal leave, vacation and sick leave will be considered time worked if taken on a holiday and will be paid at the regular hourly rate of pay.

e) Any police officer absent (not to be paid) on both the last scheduled working day before the holiday and the first scheduled working day after the holiday shall not be paid for the holiday.

Section 3. SICK LEAVE

a) Absence from duty by a police officer for reasons of sickness or disability of the police officer shall be allowed as provided in this Article and not otherwise. Absence from duty if duly granted by the Chief of Police will be known as sick leave. No part-time police officer shall accumulate sick leave.

b) A police officer shall be granted sick leave with pay for one and one fourth (1 ¼) working days per month or fifteen (15) working days a year until a total of one hundred eighty (180) days is reached and may be kept to his/her credit for future sick leave with pay. No sick leave with pay shall be granted to any police officer in excess of one hundred eighty (180) days in any one (1) calendar year. All new police officers

must complete three (3) consecutive months of service before becoming eligible for sick leave.

c) Allowable and allowed sick leave shall be considered for all purposes continuing service, but in the event of resignation or discharge of a police officer, any accumulated and unused sick leave shall be considered cancelled.

d) The Chief of Police may request a physician's certificate for any absence of more than three (3) days.

e) The Chief of Police shall notify the police officer of all sick leave credits and other leave credits accrued by each police officer every four (4) months. Any police officer on Leave of Absence may retain accumulated sick leave. No sick leave may be credited during such absence.

f) Police officers with 125 days or more of accumulated sick leave days shall be allowed to elect to take up to five (5) scheduled days off with full pay. The foregoing shall apply to police officers who have used five (5) or less sick leave days in the preceding year.

g) If a police officer is injured in the performance of his or her duties or is taken sick as a result of the performance of his or her duties, so as to necessitate medical or other lawful remedial treatment, he or she shall be paid in accordance with Section 207-c of the General Municipal Law, as may be amended from time to time.

Section 4. BEREAVEMENT LEAVE

Each police officer shall be entitled to three (3) bereavement leave days at or near the time of death of a member of his/her immediate family which includes parents, grandparents, current spouse, children, brothers and sisters, mother-in-law, father-in-law, and those legally established relationships generally called "step" who have been raised in the family home. If a death occurs during work time, upon notice to the appropriate supervisor, the police officer may leave work for the remainder of the day without any loss of leave time.

Section 5. PERSONAL LEAVE

Police officers shall be granted three (3) days of personal leave after one (1) year of continuous service, up to five (5) years. After five (5) years of continuous service, five (5) days personal leave will be granted. Use of personal leave shall be for conducting personal matters that could not otherwise be conducted outside the normal work hours. Examples of proper use would be for important family matters, dental appointments, annual physical, personal legal matters and other personal business matters. Request for personal time should be made as soon as the officer becomes aware of the need and at least forty-eight hours in advance, except in the case of emergencies. The Chief will make every reasonable effort to grant said requests when made in compliance with the

terms set forth herein.

ARTICLE 10: DISABILITY BENEFITS

A police officer who is receiving disability benefits is not required to utilize any paid benefit time available under the terms of this Agreement, provided, however, that a police officer shall have the option of utilizing paid benefit time if he or she desires. If a police officer does utilize paid benefit time, he or she shall have the further option of remitting the disability benefits received to the Village and being credited back paid benefit time utilized based on the police officer's hourly rate of pay and the amount of disability benefits turned over to the Village.

ARTICLE 11: PART-TIME POLICE OFFICERS

Section 1. The hours of work for part-time or occasional police officers shall be assigned by the Chief of Police according to the requirements of the department and need not conform with the provisions covering the hours of work for police officers. Time worked by a part-time police officer within the number of hours in a tour for a corresponding full-time police officer in any day shall be paid for at the hourly rate.

Section 2. Payment for overtime at the hourly rate to part-time police officers who work in excess of their regular tour of duty shall not begin until they have worked as many hours as the equivalent tour for a full-time police officers. Leave time and benefits shall be prorated based on the hours worked in relation to the hours of full-time police officers.

ARTICLE 12: BULLETIN BOARDS

The Village agrees that the Union may post on the Village Bulletin Board factual and non-controversial material which a responsible representative of the Union may desire to post. If the Village contends posted notices are not within the spirit of this Article, the responsible Union representative when available, will remove such notice. However, if the Union representative is not available the Village reserves the right to remove such material.

ARTICLE 13: PENSION /RETIREMENT BENEFITS

Section 1. The Village will provide police officers Section 384-d and Section 384-e of the New York State Retirement System.

Section 2. In addition, the Village will maintain the "Unused Leave" and "Ordinary Death Benefits" presently provided for under Section 41-J and 60-B of the New York State Retirement and Social Security Law Sections 34-J and 36-B for Policemen).

Section 3. Payment of the Village of Lake Placid Health Insurance Premium.

The Village agrees to contribute up to a total of one hundred eighty (180) days' wages at the current rate of pay at the time of retirement for accrued sick days toward payment of

health insurance premiums. Retirees will be given the opportunity to self-pay their insurance after the benefits are exhausted. A report of the sick day credits will be made available to each member annually.

ARTICLE 14: HEALTH AND HOSPITAL INSURANCE

Section 1. It is agreed that Lake Placid Village will contribute to the New York State Teamsters Council Health and Hospital Fund at the following agreed upon rates for the term of this Labor Agreement only:

Effective 8/1/04 -	Single -	\$69.355/wk
	2 Person -	\$133.95/wk
	Family -	\$190.45/wk
Effective 1/1/05 -	Single -	\$78.00/wk
	2 Person -	\$151.60/wk
	Family -	\$213.30/wk
Effective 1/1/06 -	Single -	\$89.80/wk
	2 Person -	\$174.00/wk
	Family -	\$230.30/wk

Section 2. Effective 8/1/01 new police officers shall pay any premium increase above and beyond the premiums that were in effect on 7/31/01 except that under no circumstances shall a police officer pay more than 20% of the premium for his/her respective coverage.

Section 3. Retiree Health Insurance

a) Retirees may qualify for a family or two-person contribution rate from the Village only if said retiree had such coverage at the time of retirement. Further, the Village will only allow family or two- person contribution rates for those dependents that existed at the time of retirement (the retiree will be responsible for any and all premium rates for dependents added after the time of retirement). In the event of the death of the retiree, an unremarried spouse and/or eligible dependent(s) may elect to continue coverage in the Health Insurance Plan beyond the time of the retiree's death but will be required to pay the entire premium cost for such coverage.

b) In order to be eligible for health insurance benefits upon retirement, the police

officer must:

- 1) Have ten (10) consecutive years of service with the Village.
 - 2) Be eligible for and activate his/her retirement benefits provided by the New York State Retirement.
 - 3) Have coverage through a health insurance plan at the time of retirement and be eligible for continuation of said plan upon retirement.
- c) For police officers who retire and meet the above requirements, the Village will pay premium costs based upon the following:
- 1) At the time of retirement the Village will calculate an "Eligibility Number" for that police officer by age at time of retirement + continuous years of service = eligibility number.
 - 2) This eligibility number will establish the percentage of the premium cost the Village will pay toward health insurance. The percentage shall be as follows:
- | Eligibility | Percentage of Full Benefit Level |
|--------------|----------------------------------|
| 80 or higher | 90% |
| 75 – 79 | 80% |
| 70 – 74 | 70% |
| 65 – 69 | 60% |
| 60 – 64 | 50% |
| 59 –or less | no benefit |
- 3) Upon reaching age 65, the retiree's primary coverage shall be Medicare with the employee's plan secondary .
 - 4) Employees eligible for this benefit may use up to one hundred eighty (180) days of accumulated sick leave to pay for health insurance.

ARTICLE 15: UNIFORM ALLOWANCE

Section 1. All new, full-time, non-probationary police officers will be provided an initial uniform allowance as of date of hire. Additionally, an accrual uniform allowance for all full-time, non-probationary police officers will be provided as follows:

\$500.00 per person 2004
\$550.00 per person 2005
\$600.00 per person 2006

Section 2. The Village will provide any special clothing required in the judgment of the

Chief of Police for the health, safety or general welfare of the police officers.

Section 3. The Village will furnish detectives with the following uniform allowance:

\$550.00 - 2004
\$600.00 - 2005
\$650.00 - 2006

Section 4. The Village agrees to provide full replacement of uniforms and property damaged while members are on duty.

Section 5. New hires, upon completion of their six (6) months probationary period shall receive a pro-rated uniform allowance equal to the following formula:

- a) Contractual allowance $(\$550.00) \times 1/12 \times \text{Number of months from completion of probationary period to August 1.}$
- b) The allowance as so calculated will be paid to the new hire during the first (1st) week that he or she is no longer a probationary employee.

ARTICLE 16: WELLNESS PROGRAM

Both the Union and the Village support the concept of a wellness program to be made available for voluntary participation for all interested Village employees.

ARTICLE 17: JOINT COMMITTEE (S)

The parties agree to establish a joint labor/management committee that will meet bi-monthly to discuss issues of concern regarding the operation of the police department. At least one week prior to the meeting, both the Union and the Village (and Chief) will submit items to the Village Clerk to be placed on the agenda. Thereafter, and at least two days prior to the meeting, the Village Clerk will provide the parties a copy of the agenda. Nothing contained herein shall prevent the Labor Management Committee from meeting more often by mutual consent. If neither party submit agenda items in accordance with the above, the meeting will be cancelled. The Union Steward and the Chief shall be responsible for establishing dates and meeting times.

ARTICLE 18: FEDERAL, STATE AND LOCAL LAWS

Section 1. Should any valid Federal, State or Local Law, or the final determination of any Board or Court of competent jurisdiction, affect any provisions of this Agreement, the provisions so affected shall be made to conform to the law or determination, and otherwise the Agreement shall continue in full force and effect.

Section 2. LEGISLATIVE APPROVAL.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Section 3. WAIVER OR MODIFICATION

This Agreement constitutes the entire agreement between the parties and no waiver or modification shall be effective unless signed by the parties hereto, and no such writing, applicable to any particular instance or instances, shall be construed as any general waiver or modification, but shall be strictly limited to the extent and occasion specified herein.

Section 4. SAVINGS CLAUSE:

- a) If any Article or part thereof of this Agreement or any addition thereto should be decided as in violation of any Federal, State or Local Law, or if adherence to or enforcement of any Article or part thereof should be restrained by a court of law, the remaining Articles of the Agreement or any addition thereto shall not be afforded.**
- b. If a termination or decision is made as per Section 1 of this Article, the original parties of this Agreement shall convene immediately for purposes of negotiating a satisfactory replacement for such Article or part thereof.**
- c. This document constitutes the sole and complete agreement between the parties, and embodies all the terms and conditions governing the employment of police officers in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is, or may be subject to collective bargaining. Any prior commitment or agreement between the Union or any individual employee police officer covered by this Agreement is hereby superseded.**

Section 5. NO STRIKE PROVISION

- a) Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, the parties hereto agree that there will not be and that the Union, its officers, members, agents or principals, will not engage in, encourage, sanction or suggest strikes, slow-downs, lockouts, mass resignations, mass absenteeism or other similar action which would involve suspension of or interference with the normal work performance.**
- b) The Chief of Police or the Mayor, shall have the right to discipline any police officer encouraging, suggesting, fomenting at and/or participating in a strike, slow-down or to other such interference.**

Section 6. NON-DISCRIMINATION IN EMPLOYMENT

The Village subscribes fully to all applicable federal and state legislation and regulations (including the Civil Rights Act of 1964 and 1991, as amended and New York State Human Rights Law) regarding discrimination. The Village does not discriminate against employees on the basis of race, color, gender, religion, age, disability, marital status, or national or ethnic origin in employment. The exclusive remedy for any claims arising out of alleged employment discrimination shall be the contract grievance procedure.

ARTICLE 19: GRIEVANCE PROCEDURE

Section 1. All grievances shall be duly filed in writing with the Chief of Police, signed by a representative of the Union. Said grievances shall be filed within fifteen (15) working days of the act or occurrence with the following steps:

STEP 1. Upon receipt of a due and proper grievance, the Chief of Police shall cause a meeting between the police officer and/or a representative of the Union to be held to review the grievance. Said meeting should be held within fifteen (15) working days of receipt of the grievance. The Chief of Police shall, within ten (10) working days of the meeting on said grievance, render a determination finding that the grievance was meritorious or without merit.

STEP 2. If the Chief of Police renders a determination that the grievance was without merit then the Union may appeal that determination to the Mayor. Said appeal may be made by the Union filing with the Village Clerk a written notice of appeal. Said notice of appeal must be received by the Village Clerk within ten (10) working days of the determination made by the Chief of Police as set forth in Step 1, hereinabove. Upon receipt of a due and proper notice of appeal, the Mayor shall cause a meeting to be held within ten (10) working days of said receipt. Thereafter the Mayor shall render a written decision to the grievant within ten (10) working days of said meeting.

Section 2. No grievance will be considered unless properly and timely presented as set forth in Step 1.

Section 3. It is mutually agreed by the parties to this Agreement, that the time limits at each Step of the grievance procedure may be waived and Steps of the procedure may be waived where the parties hereto each consent in writing.

Section 4. Except as expressly limited by other provisions of this Agreement, all of the authority and responsibilities possessed by the Village are retained by it, including but not limited to, the right to determine the mission, purpose, objections and policies of the Village, to determine the facilities, methods, means, and to the number of personnel required for conduct of the Village programs, to administer the merit system if any, including the examination, selection, recruitment, hiring, appraisal

training, retention, promotion, assignment or transfer of police officers pursuant to law, to direct, deploy and utilize the work force, to establish specifications for each class of positions and to classify or re-classify and to re-allocate new or existing positions in accordance with law, and to discipline or discharge police officers in accordance with the law and the provisions of this agreement.

ARTICLE 20: ARBITRATION

Section 1. Only the Union may arbitrate a grievance but only to the extent and upon the terms set forth under this Agreement.

Section 2. Only the Union may arbitrate a grievance regarding the true intent and meaning of a provision of this Agreement provided in all cases that the grievance has been processed in accordance with the provision of Article 20 and that written notice of intention to arbitrate is given to the other party within fifteen (15) calendar days after the review of Step 2 of Section 1 of Article 20 has been completed. It is understood that the right to require arbitration does not extend to any matters other than those expressly set forth in this Article.

Section 3. If the Union is not satisfied with the decision at Step 2, then it may appeal the decision to arbitration within ten (10) days from the receipt of the Step 2 response.

Section 4. Arbitration

a) The appeal of the Step 2 decision shall be heard by one of the arbitrators, who shall serve in rotation in the order named and according to the procedure described below:

Jeffrey Selchick

Thomas Rinaldi

Michael Lewandowski

b) When a demand for arbitration has been filed with the Mayor, representatives of the parties shall contact the next arbitrator scheduled to serve in order to arrange a hearing date. If the arbitrator is unable to schedule a date for hearing within thirty (30) days of his/her selection, the parties shall contact the next arbitrator on the list and shall continue to do so until they reach the first arbitrator who is able to schedule a hearing within thirty (30) days of his appointment. That person shall serve as arbitrator and shall have full power to hear and determine the matter as provided in this Agreement.

c) It is understood that no arbitrator shall have the power or jurisdiction to deal with any grievance unless it involves a specific instance of action or failure to act with respect to an individual police officer or group of police officers, and it is understood

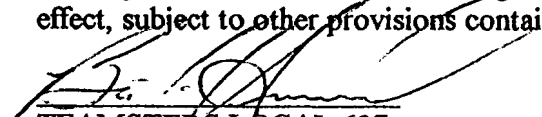
that no arbitrator shall have the power or jurisdiction to deal with any question relating to discretionary payments.

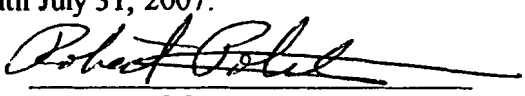
d) The selected arbitrator will issue his/her decision not later than thirty 30 days from the close of the hearing. The arbitrator's decision shall be in writing and set forth the findings of fact, reasoning and conclusions on issues. The arbitrator shall have no power or authority to make a decision that requires the commission of an act prohibited by law or which violates the terms of this Agreement. The decision of the arbitrator shall be final and binding on the parties hereto. The costs for the service of the arbitrator, including expenses, if any, will be borne equally by the Village and the Union.

Section 5. A contract grievance is a dispute concerning the interpretations, application or claimed violation of a specific term or provision of this Agreement.

ARTICLE 21: DURATION OF AGREEMENT

This Agreement is effective as of August 1, 2004 and shall continue in full force and effect, subject to other provisions contained herein until July 31, 2007.


TEAMSTERS LOCAL 687


Mayor
VILLAGE OF LAKE PLACID

DATE 11/2/04

DATE Oct. 24. 2004

APPENDIX A

	Aug.1, 2003	Aug. 1, 2004	Aug. 1, 2005	Aug. 1,2006
Base	\$14.77	\$14.77	\$14.77	\$14.80
One	\$15.30	\$15.30	\$15.30	\$15.30
Two	\$15.49	\$15.85	\$15.85	\$15.85
Three	\$15.72	\$16.20	\$16.35	\$16.40
Four	\$15.94	\$16.40	\$16.70	\$16.90
Five	\$16.16	\$16.65	\$16.95	\$17.25
Six	\$16.37	\$16.90	\$17.20	\$17.50
Seven	\$16.61	\$17.15	\$17.45	\$17.75
Eight	\$16.76	\$17.25	\$17.70	\$18.00
Nine	\$17.09	\$17.60	\$17.80	\$18.25
Ten	\$17.35	\$18.05	\$18.15	\$18.35
Eleven	\$17.54	\$18.15	\$18.55	\$18.70
Twelve	\$17.88	\$18.50	\$18.70	\$19.10
Thirteen	\$18.12	\$18.75	\$19.05	\$19.25
Fourteen	\$18.35	\$19.00	\$19.30	\$19.60
Fifteen	\$18.67	\$19.25	\$19.60	\$19.85
Sixteen		\$19.30	\$19.85	\$20.20
Seventeen			\$19.90	\$20.35
Eighteen				\$20.50

All step movements, raises and longevity payments shall occur on August 1, of each year of the contract based upon those entitlements that become due in the appropriate calendar year.